

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION
CLERK, U. S. DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

FILED
05/09/02
MICHAEL N. MILBY, CLERK
BY DEPUTY N. Sippr

Mark NEWBY,
Plaintiff,

v.

ENRON CORP., et al.,
Defendants.

AMERICAN NATIONAL
INSURANCE COMPANY, et al.,

Plaintiffs,

v.

ARTHUR ANDERSEN, L.L.P., et al.,

Defendants.

Consolidated Lead No. H-01-3624

Civil Action No. G-02-0084

ARTHUR ANDERSEN LLP'S PARTIALLY AMENDED RESPONSE TO
LEAD PLAINTIFF'S EX PARTE APPLICATION FOR A
TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE AND
AMERICAN NATIONAL INSURANCE CO. 'S MOTION FOR TEMPORARY INJUNCTION

In Andersen's Opposition to American National Insurance Company's Motion for a Temporary

Injunction, Andersen stated:

In the event that an injunction is granted (notwithstanding the myriad reasons why such an order should not issue), the Court should require a bond in an amount commensurate with that risk. Objective quantification of that risk is difficult, but Andersen's provable damages could, in the environment Andersen faces, be hundreds of millions of dollars. Andersen notes that in an unlikely but not impossible scenario, Andersen's claims against these plaintiffs for damages from an unjustified preliminary injunction could be asserted by persons standing in

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Andersen's shoes. In light of the seriousness of this context, the Court must require that these plaintiffs post a bond of not less than two hundred fifty million dollars (\$250,000,000.00), itself but a small portion of the actual monetary harm that Andersen will incur if a preliminary injunction is entered.

Id. at 12.

In the unlikely event an injunction is granted, Andersen amends the amount of the bond it requests the Court require before any such injunction issues. Based on the current status of negotiations involving Andersen's assets, as of May 9, 2002, and the likely enormous diminution in value that Andersen's assets would quickly and irreparably suffer if such an injunction issues, Andersen respectfully requests that the Court require any party seeking such an injunction to post a bond of not less than four hundred fifty million dollars (\$450,000,000.00). In all other respects, Andersen's previously filed responses remain the same and are incorporated by reference.

Dated: Houston, Texas
May 9, 2002

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "R Hardy", written over a horizontal line.

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Attorney-in-Charge for
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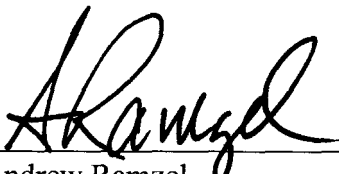
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CERTIFICATE OF SERVICE

I hereby certify that on this 9 day of May, 2002, the forgoing pleading was served on counsel for American National Insurance Company and the Lead Plaintiffs by hand delivery and other parties were served pursuant to the Court's April 5, 2002 Order



Andrew Ramzel